

AN ORDINANCE 2006-03-30-0422

AUTHORIZING FUNDS PAYABLE TO AMERIPOINT TITLE COMPANY, AS ESCROW AGENT FOR MARCUS CRASSUS LAND, LTD. IN THE AMOUNT OF \$86,800.00 FOR FEE SIMPLE TITLE TO TWO PARCELS OF LAND, \$1,000.00 FOR TITLE FEES, AND \$100.00 FOR A RIGHT OF ENTRY FEE PAYABLE TO MARCUS CRASSUS LAND, LTD. FOR A TOTAL AMOUNT OF \$87,900.00 IN CONNECTION WITH MILITARY DITCH #65 PROJECT, LOCATED IN DISTRICT 4, FROM 2003 STORM WATER REVENUE BONDS.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is hereby authorized to accept fee simple title to two parcels of land and a right of entry described in Attachment I attached hereto and incorporated herein for all purposes in connection with Military Ditch #65 Project.

SECTION 2. The following financial adjustments are hereby approved:

A. The amount of \$87,900.00 is appropriated in Fund 48003000, 2003 Stormwater Revenue Bonds, WBS RB-00078-01-01-43 GL account 6102100 – Interfund Transfer out entitled Transfer to 23-00186-90-10. The amount of \$87,900.00 is authorized to be transferred to fund 48099000.

B. The budget in Fund 48099000, Project Definition 23-00186, Military Ditch #65, shall be revised by increasing WBS element 23-00186-90-10 entitled Trf Fr RB-00078-01-01-43, GL account 6101100 – Interfund Transfer In, by the amount of \$87,900.00.

C. The amount of \$87,800.00 is appropriated in Fund 48099000, Municipal Drainage Capital Projects, Project Definition 23-00186, Military Ditch #65, WBS element 23-00186-03-02-01, entitled ROW Title Fees, G/L Account 5209010, and is authorized to be encumbered and made payable to Ameripoint Title Company as Escrow Agent for Marcus Crassus Land, Ltd.

D. The amount of \$1,000.00 is appropriated in Fund 48099000, Municipal Drainage Capital Projects, Project Definition 23-00186, Military Ditch #65, WBS element 23-00186-03-02-04, entitled ROW Acquisition Fees, G/L Account 5209010, and is authorized to be encumbered and made payable to Ameripoint Title Company as Escrow Agent for Marcus Crassus Land, Ltd.

E. The amount of \$100.00 is appropriated in Fund 48099000, Municipal Drainage Capital Projects, Project Definition 23-00186, Military Ditch #65, WBS element 23-00186-03-02-05, entitled ROW Miscellaneous Fees, G/L Account 5209010, and is authorized to be encumbered and made payable to Marcus Crassus Land, Ltd for Right of Entry Fee.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers,

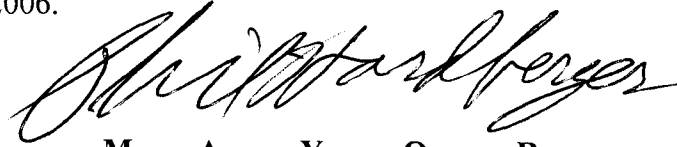
FM/sc [03/30/06]

Item No. 7

SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall be effective on April 9, 2006.

PASSED AND APPROVED this the 30th day of March, 2006.



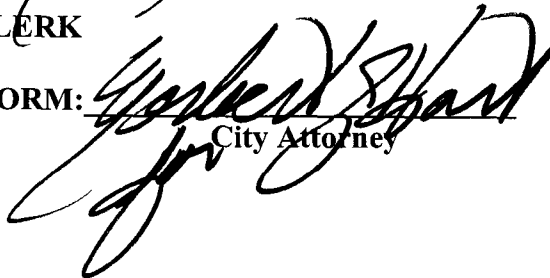
M A Y O R

PHIL HARDBERGER

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


City Attorney

Agenda Voting Results

Name: 7.

Date: 03/30/06

Time: 09:29:52 AM

Vote Type: Multiple selection

Description: An Ordinance authorizing funds payable to Ameripoint Title Company, as Escrow Agent for Marcus Crassus Land, Ltd. in the amount of \$86,800.00 for Fee Simple Title to two parcels of land, \$1,000.00 for Title Fees, and \$100.00 for a Right of Entry Fee payable to Marcus Crassus Land, Ltd. for a total amount of \$87,900.00 in connection with Military Ditch #65 Project, located in District 4, from 2003 Storm Water Revenue Bonds. [Presented by Thomas Wendorf, Director, Public Works; Jelynn LeBlanc Burley, Deputy City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

01/12/2006

Project: Military Ditch #65
Parcels: 17791A & B

SALES AGREEMENT WITH RIGHT OF ENTRY

STATE OF TEXAS }

COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT THAT, MARCUS CRASSUS LAND, LTD., acting by and through its General Partner, Harlandale Management, LLC, acting by and through its CEO and Director, Barrett Moursund, hereinafter referred to as "SELLER(S)", for and in consideration of the agreed purchase price of EIGHTY SIX THOUSAND EIGHT HUNDRED AND NO/100 (\$86,800.00) DOLLARS (the "Purchase Price") and upon the terms and conditions hereof, contracts to GRANT, SELL and CONVEY by General Warranty Deed to the CITY OF SAN ANTONIO, hereinafter referred to as "PURCHASER"; a good, marketable, and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises (the "Premises") in the City of San Antonio, Bexar County, Texas, to-wit:

PARCEL 17791A:

Lots: 3, 4, 5, and 6A, Block 42, NCB 11078

PARCEL 17791B:

Lot 6, Block 51, NCB 11081

together with all improvements and other things incident or belonging thereto, including all right, title and interest in or to all adjoining streets or alleys. *and any claims against others arising from ownership of said land. HEM*

The above consideration includes payment for trees and/or landscaping within the Premises.

SPECIAL CONDITIONS: NONE.

SELLER hereby agrees to furnish PURCHASER a Release of Lien or Partial Release of Lien, if applicable.

The agreed purchase price (exclusive of the Right of Entry payment set out below) includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the SELLER, if any.

The PURCHASER, without expense to the SELLER, shall prepare the deed and shall bear the expense of all closing costs.

AMERIPONT TITLE COMPANY shall act as escrow agent and the SELLER, upon demand by the PURCHASER, agrees to deliver such deed duly executed to the escrow agent at its San Antonio office, and to surrender possession of the Premises to PURCHASER not later than 10 days after the date of the delivery of such deed, unless PURCHASER has already taken possession pursuant to the provisions hereof.

The Purchase Price is payable at the time of the delivery of such deed.

Until title has been conveyed to the PURCHASER, loss or damage to the Premises by fire or other casualty shall be at the risk of the SELLER and the amount thereof shall be deducted from the Purchase Price. In the event this sale fails to close through no fault of SELLER, and PURCHASER does not proceed to condemnation, PURCHASER shall repair any damage caused by PURCHASER'S entry on the Premises.

At or before closing, SELLER shall pay all taxes on the Premises, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed. Current rents are to be prorated as of the date of the delivery of the deed.

Attachment I

To Ordinance No. _____
Approved on March 30, 2006

SALES AGREEMENT WITH RIGHT OF ENTRY - PARCEL 17791A & B - PAGE 2 of 2

This contract shall not be binding upon either party until it is accepted by the PURCHASER, acting by and through its City Manager or other designated official. This contract contains the entire consideration for the sale and conveyance of the Premises, and for the Right of Entry; it being agreed and understood that there is no valid other written or parole agreement regarding the Premises between SELLER and the City, or any officer or employee of the City.

If examination of title or any other source discloses any defects in the title to the Premises which, in the opinion of the PURCHASER, cannot be cured in a reasonable time or which negatively impact the value of the Premises, then the PURCHASER, in lieu of completing the purchase of the Premises, may proceed to acquire the same by condemnation. The SELLER agrees, as an independent stipulation, to such condemnation upon payment of "just compensation". "Just compensation" shall be deemed and is the purchase price above stated, which price the SELLER hereby declares to be the fair market value of its interest in the Premises.

RIGHT OF ENTRY

It is agreed and understood that SELLER and SELLER'S legal representatives, successors and/or assigns, hereby consent and agree to allow PURCHASER, its agents, and/or its contractors to enter upon and take possession of the Premises immediately upon execution of this contract to permit commencement of construction and any and all activities related thereto. PURCHASER shall pay SELLER the sum of ONE HUNDRED DOLLARS (\$100.00) as full and final consideration for the immediate right of entry and SELLER acknowledges the sufficiency of such sum as full and final consideration for the right of entry on to the Property as described herein.

EXECUTED this the _____ day of February, A.D., 2006.

WITNESS:

MARCUS CRASSUS LAND, LTD.,

By: Harlandale Management, LLC, General Partner

By: 

Barrett Moursund, CEO and Director

ACCEPTED:

OWNER'S ADDRESS:

P. O. Box 12526

San Antonio, Texas 78212-0526

CITY OF SAN ANTONIO

BY: _____

STEVEN F. HODGES
REAL ESTATE MANAGER

PARCEL ADDRESSES:

600 W. Ansley Street, 1019 Hunter St., 1015 Hunter St.,
1011 Hunter St., and 1115 W. Bartz St.